

H.M.Adams and wife to J.A.Keeley et.al.

THIS INDENTURE, Made this 26th day of May in the year of our Lord on thousand nine hundred and eight, Between H.M.Adams and Josephine A. Adams his wife of Portland, Multnomah Co. Oregon the parties of the first part, and J.A. Keeley and C.S.Dubois parties of the second part;

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Eleven hundred no/100 Dollars, gold coin of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Confirm unto the said parties of the second part, and to their heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly described as follows, to-wit:

The North half of the North East quarter of the Southwest quarter of Section 15 Township 3 North, Range 10 East Willamette Meridian (N $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  Sec 15 Twp 3 N. Rg. 10 E.W.M.) Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Eleven hundred no/100 Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note due one year after date bearing date May 26, 1908 made by H.M.Adams & wife payable to the order of J.A.Keeley & C.S. Dubois and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said parties of the second part, their executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said note or this mortgage, it shall and may be lawful for the said parties of the second part, their heirs, executors, administrators or assigns, to include in the judgment that may be recovered reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit, made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee as well as all payments that the said parties of the second part, their heirs, executors, administrators or assigns, may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered  
in the Presence of  
  
Bert Yates  
  
A.Julia Kirker

H.M. Adams (Seal)  
  
Josephine A.Adams (Seal)

State of Oregon )  
County of Multnomah. ) ss.

This is to Certify, That on this 26th day of May A.D.1908 before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally came H.M.Adams and Josephine A. Adams, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed